BIZADVANTAGE TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy California's BizAdvantage for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy California, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier. The term of this agreement will begin with your first meter read by your local utility following your acceptance into the BizAdvantage program and will continue for 12 months.

Acceptance into the Program:These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services:XOOM is an independent retail marketer of natural gas & electricity and is not affiliated with your local utility. Your local utility will continue to deliver your gas, read your meter, send you a bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for energy purchases will be a variable rate, per therm, that may change on a monthly basis, plus taxes and fees, if applicable, and a monthly administrative fee of $4.99. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You will continue to be responsible for all charges assessed and billed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement, including transportation charges payable for Core Aggregation Service.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at least (30) days before the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within three (3) business days of your enrollment authorization and receipt of the Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Credit, Payment and Collection:Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a $35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution:If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at www.xoomenergy.com; by sending a letter to: XOOM Energy California, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints:For service problems you should contact your local utility by calling: San Diego Gas & Electric (SDG&E) at 800.411.7343. IF YOU SMELL GAS OR SUSPECT YOU SMELL GAS, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs for Core Aggregation Service in accordance with the rules and regulations of the California Public Utilities Commission. You acknowledge that XOOM is not regulated under Core Aggregation Service. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for gas services and that you are at least eighteen (18) years of age. You agree to authorize your local utility to release all information relating to your account needed to service you under this Agreement, including, but not limited to, your historical and current gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is a change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement.

Entire Contract:This Contract constitutes the entire contract and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral contracts and representations made with respect to the subject matter.

By entering into this Agreement, you affirm you have read and understand the Core Aggregation Transportation rules found at http://regarchive.sdge.com/tm2/pdf/GAS_GAS-RULES_GRULE32.pdf and agree to be bound by these and the other applicable tariffs of San Diego Gas & Electric (SDG&E).

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of North Carolina without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays.